



ACCOUNT APPLICATION

I / WE HERE WITH MAKE APPLICATION TO J.E. DEWITT (HEREINAFTER "VENDOR") FOR CREDIT, OR AN INCREASE OR RECONFIRMATION OF MY/OUR EXISTING ACCOUNT. I / WE AFFIRM THAT ALL INFORMATION SUPPLIED IS TRUE AND CORRECT.

PLEASE COMPLETE THE ENTIRE APPLICATION

Form fields for account application including Partnership, Sole Proprietorship, Corporation, Company Name, Phone, Fax, Business Name, Federal ID #, State Resale #, Industry Type, Mailing Address, City, State, Zip, Physical Address, Years in Business, and E-mail.

LIST ALL BANK ACCOUNTS AND PHONE NUMBERS

**Additional sheet is Acceptable*

Form fields for bank accounts including Bank, Account #, Bank Contact, Phone, and Fax.

COMPANY SUPPLIERS OR REFERENCES (MUST HAVE 3)

**Additional sheet is Acceptable*

Form fields for company suppliers or references including Company Name, Phone, and Fax (repeated three times).

FUELING OR LUBRICANT INFORMATION

**Please send separate sheet with types of Lubricants needed*

Table with 3 columns: Number of Vehicles (Gasoline, Diesel), How did you hear about us?, and Amount of Credit Desired.

PRINCIPALS *ACCEPTABLE TITLES - "Owner" if sole proprietorship "President, CEO, Vice-President" if Corporation

Form fields for principals including Name, SS#, and Title (repeated twice).

DEFAULT AGREEMENT (Required)

The undersigned authorizes the VENDOR to obtain bank account information and agrees to the following terms in all credit transactions unless otherwise agreed to in writing by authorized company officers: CFN (Net 10 EFT), Bulk Fuel (Net 10 EFT), Lubricants (Net 10 EFT), Lubricants-Resale (Net 10 EFT). Undersigned agrees to pay interest at a rate of 3% per month on balances that remain unpaid past the agreed upon terms, until paid in full. By signing this agreement, undersigned acknowledges that this interest charge does not reflect an extension of credit, but an agreed to service charge for failure to timely pay for goods and services delivered. In the event the account is put on credit hold due to late payment, the account will be subject to a reactivation fee of \$25.00. Should the undersigned default on any obligation incurred under this agreement and the VENDOR refers this account to his attorney for collection and legal action, the undersigned agrees as follows: to pay the principal due, attorney fees and all costs of any nature incurred by the VENDOR to pursue the delinquent obligation. In addition, 15% of the principal amount due shall be added to the principal as liquidated damages to cover any and all additional expenses to VENDOR. In the event of dispute or Litigation between the parties, it is hereby agreed that jurisdiction and Venue shall vest in Los Angeles County, California, Central District or Orange County, California, Central District at the sole discretion of the VENDOR. All other venues are hereby expressly waived.

[X] Signature

Form fields for signature including Print Name, Title, and Date.

PERSONAL GUARANTEE

FOR GOOD CONSIDERATION, and as an inducement for J.E. DeWitt, Inc. (VENDOR) to extend credit to _____ (Applicant), it is hereby agreed that the undersigned does hereby guaranty to VENDOR the prompt, punctual and full payment of all monies now or hereinafter due VENDOR from Applicant. Until termination, this guaranty is unlimited as to amount or duration and shall remain in full force and effect notwithstanding any extension, compromise, adjustment, forbearance, waiver, release or discharge of any party obligor or guarantor, or release in whole or in part of any security granted for said indebtedness or compromise or adjustment thereto, and the undersigned waives all notices thereto. The obligations of the undersigned shall be at the election of VENDOR, shall be primary and not necessarily secondary, and VENDOR shall not be required to exhaust its remedies as against Applicant prior to enforcing its rights under this guaranty against the undersigned. The guaranty hereunder shall be unconditional and absolute and the undersigned waive all rights of subrogation and set-off until all sums under this guaranty are fully paid. The undersigned further waives all surety ship defenses or defenses in the nature thereof, generally. In the event payments due under the guaranty are not punctually paid upon demand, then the undersigned shall pay all reasonable costs and attorney's fees necessary for collection, and enforcement of this guaranty. If there are two or more guarantors to this guaranty, the obligations shall be joint and several and binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. The guaranty may be terminated by any guarantor upon fifteen (15) days written notice of termination, mailed certified mail, return receipt requested to VENDOR. Such termination shall extend only to credit extended beyond said fifteen (15) days period and not to prior extended credit, or goods in transit received by Applicant beyond said date, or for special orders placed prior to said date notwithstanding date of delivery. Termination of the guaranty by any guarantor shall not impair the continuing guaranty of any remaining guarantors of said termination. Each of the undersigned warrants and represents it has full authority to enter into this guaranty. This guaranty shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. This guaranty shall be constructed and enforced under the laws of the State of California. In consideration of the Personal Guarantee, the undersigned also authorizes Vendor to obtain a Consumer Credit Report. For your protection, we also require a clear copy of your Driver's License or State I.D. in order to obtain a Consumer Credit Report. This will be used to verify and protect your identity.

[X] Signature

Date



BANK RELEASE (Required)

I _____ (your name) hereby authorize DeWitt Petroleum to verify the following bank information on my company _____

Bank _____	Account # _____
City _____	Bank Transit/ABA# _____
Print Name _____	Title _____
[X] Signature _____	Date _____

AUTHORIZATION AGREEMENT FOR EFT PAYMENTS (Required)

Company Name _____	TAX ID # _____
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I /We hereby authorize DeWitt Petroleum to initiate debit entries to my (our) checking account at the bank indicated below ("Bank") and further authorize Bank to so debit such account in favor of Dewitt Petroleum.

Bank _____	Account # _____	
City _____	Bank Transit/ABA# _____	
Print Name _____	[X] Signature _____	Title _____

DRAW NOTIFICATION: Email Fax (if not checked notifications will be mailed)

Attention to: _____	Email / Fax: _____
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PLEASE ATTACH A VOIDED CHECK:

Your Name _____	00003
Street Address _____	
Town, Zip Code _____	
PAY TO THE ORDER OF _____	\$ <input style="width: 100px;" type="text"/>
	DOLLARS
Bank Routing Number	Account Number



CARDLOCK USE AGREEMENT (Required For Cardlock Accounts Only)

This agreement, made _____, (Date) between J.E. DeWitt, Incorporated hereinafter called "VENDOR" and _____ (Company) hereinafter called "USER". USER represents to VENDOR that USER and all of USER's employees and agents who would use VENDOR's property and equipment have been instructed in the safe and proper use of VENDOR's fuel dispensing facilities and are familiar with the location and function of the emergency equipment provided by VENDOR. USER and USER's employees and agents will comply with the posted rules and regulations including the following prohibitions.

- Smoking is prohibited within 50 feet of fuel dispensers
- Dispensing fuel into containers not approved by the Fire Marshall is prohibited
- Fueling of vehicles with an operating pilot light is prohibited.
- Fueling of vehicles with the engine running is prohibited.
- Leaving a vehicle unattended while fueling is prohibited.

USER will defend, indemnify and hold VENDOR free and harmless from all claims, actions, losses, damages, injuries, liabilities and costs (including attorney's fees) resulting from negligence or misuse of VENDOR's property an equipment by USER or anyone using a card assigned to USER. USER agrees to immediately notify VENDOR of any malfunction, damage or unsafe condition encountered at any fuel dispensing facility. USER agrees to notify VENDOR, by means of emergency instructions posted on site, of any spill or discharge of fuel onto the ground or the environment. VENDOR shall use its best efforts to maintain the fueling equipment and property in good condition and working order. VENDOR shall not be liable, however, for any damage, which may result from a failure to provide fuel or failure of the equipment in any manner whatsoever. USER hereby accepts the obligation and responsibility for payment for all charges registered to cardlock access cards issued to USER.

USER represents to VENDOR that all fuels purchased are being used for commercial purposes and in the event of the breach of the term of this or any other Agreement between USER and VENDOR, including but not limited to the failure to pay sums owing to VENDOR when due, then, in addition to any other sums due or payable to VENDOR by USER, USER agrees to pay reasonable attorney's fees and costs incurred in the enforcement of the rights of VENDOR. If there are any billing discrepancies, VENDOR must be notified within 15 days of the invoice date. USER agrees to all terms and conditions of this Agreement and to the terms and conditions upon which credit has been extended by the use of any access card issued under this Agreement. Terms of this Agreement are subject to change upon written notice by VENDOR or USER from time to time. If USER uses any card after the receipt of such notice, then USER's consent to such changed terms shall be implied. Should any of the cards issued to USER be lost or stolen, USER shall remain liable for all charges incurred after such loss or theft until 24 hours after VENDOR is notified _____ **initial.**

- I (We) will be using cardlock access cards in the state of Oregon and all purchases are NON-TAXABLE. (Oregon Exemption certificate must be completed)
- I (We) will be using cardlock access cards in the state of Oregon and all purchases are TAXABLE.
- I (We) will not be using cardlock access cards in the state of Oregon at this time.*

* If this changes I (We) understand we are responsible for notifying DeWitt Petroleum and submitting an Oregon Exemption Form if applicable. If an exemption form is not submitted, I (We) understand we will be charged all fuel taxes applicable per Oregon state law. _____ **initial.**

AGREED AND ACCEPTED:

Company Name _____	Date _____
Print Name _____	[X] Signature _____
	Title _____

BARCODE AUTHORIZATION (Required For Onsite Fueling Accounts Only)

In an effort to supply you with an accurate daily delivery ticket and weekly fuel report, we are requesting the approval of one of the following statements and your signature below:

(Please check **one** of the following)

- DeWitt Petroleum is authorized to fuel all vehicles located in our yard regardless of barcode status. We will pay for the fuel delivered in said vehicles
- DeWitt Petroleum may only fuel vehicles that we have authorized in writing in advance of the delivery and that have active barcodes affixed to them. We acknowledge that DeWitt Petroleum will not fuel any new vehicle until it has been submitted to DeWitt Petroleum in writing and a barcode has been assigned.

Print Name _____	[X] Signature _____	Title _____
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Company Name _____	Date _____
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DYED DIESEL EXCISE EXEMPTION CERTIFICATE (Required if using Dyed Diesel)

Name of Purchaser or Purchasing Company

Address of Purchaser or Purchasing Company

IRS & SBOE Tax Identification Number or Social Security Number

The undersigned buyer hereby certifies that the DYED DIESEL FUEL purchased from J.E. DeWitt Inc. For a period of **January 1, 2010** through **December 31, 2010**, will be used for the nontaxable purpose specified below. (Please check one):

- Use on a Farm for farming purposes.
- Exclusive use of state or local government
- Exclusive use of the American Red Cross
- Use in a boat employed in commercial fishing or transporting persons or property compensation or hire or any other trade or business, unless the boat is used predominantly for entertainment, amusement, or recreation.
- Use in a school bus or the exclusive use of a nonprofit educational organization.
- Use in a highway vehicle that is not registered and is not required to be registered under the laws of any state or foreign country (such as specially designed mobile equipment and construction, mining, manufacturing, processing, farming, drilling, timbering, or other such specially designed equipment).
- Use in a vessel of water of the United States or any foreign nation.
- Use other than as a fuel in a propulsion engine of a diesel-powered vehicle or diesel powered boat (such as home heating oil, use in a stationary engine, or separately power motor to run a refrigeration unit, pump, generator, or mixing unit).

Purchaser is aware that the use of dyed diesel fuel cannot be used for taxable purposes. Purchaser will be prepared to establish by satisfactory evidence the purpose for which purchaser used the product bought under this certificate.

Purchaser also understands that any fraudulent use of the cards issued under this certification to buy taxable fuel free of tax may subject purchaser to penalties of perjury and tax fraud, which may include fines or imprisonment.

Purchaser agrees to indemnify and to hold harmless J.E. DeWitt, CFN and each of the other CFN participants, including each entity's employees, officers, directors, or affiliates thereof, to the fullest extent permitted by law, with respect to any action, cost, claim, expense, proceeding, damage, loss or penalty of whatever nature suffered by indemnity as a result of use of ex-tax card issued to purchaser to improperly or illegally obtain tax exempt fuel.

Print Name _____ **[X] Signature** _____ Title _____

Company Name _____ Date _____